SECRET

May 29, 1957

CMCC Doc. No. 151X5.581

Copy / of 2

Page 1 of 1

Dear George:

Enclosed are two copies of our Consulting Agreement or your files. wit

Sincerely,

Bob

Enclosures:

Professional Services Agreement (in dupl.)

25**X**1

This document contains information affecting the national SECRET

This document contains information are can me manoral defense of the U find States within the meaning of the Espiosane Lang, Ti Is 18 U. S. C., Sincipar 793 and 794. Its transmission or the revolution of its contents in any manner to an unauthorized person is prohibited by law.

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PROFESSIONAL SERVICES AGREEMENT

by	, hereinafter referred to as
the "Consul	tant" and THE RAMO-WOOLDRIDGE CORPORATION, a Delaware
Corporatio	n, 5730 Arbor Vitae Street, Los Angeles 45, California, hereinafter
referred to	as the "Company".
	WITNESSETH
WH	EREAS Company and Consultant desire to enter into an agreement
for the per:	formance by Consultant of professional services in connection with
programs o	of research and development being conducted by Company under
Contract R	. A-101
NO	W, THEREFORE, in consideration of the premises and of the mutual
promises h	ereinafter contained, the parties hereto agree as follows:
1.	STATEMENT OF WORK Consultant shall perform the work
described:	in Schedule A attached hereto and made a part hereof as may be re-
quested fro	om time to time by Company, at such place or places as shall be
mutually a	greeable to the parties hereto. This agreement is made with Consultant
as an indep	pendent contractor and not as an employee of Company.
2.	PAYMENT (a) Company shall pay Consultant at the rate of
(One Bankre	for each spent on the work

hereunder during the term of this agreement.

hereunder shall not be deemed to be time spent on such work except to the extent that work hereunder is performed during such travel period or periods.

- (b) Company shall reimburse Consultant for travel and other expenses in accordance with Form attached hereto.
- 3. PATENT RIGHTS Consultant will disclose promptly to Company all ideas, inventions, discoveries and improvements, hereafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder which are conceived or first reduced to practice by Consultant in connection with the work under this agreement. Consultant agrees that all such Subject Inventions shall become the sole property of Company and that during or subsequent to the period of this agreement Consultant will execute and deliver to Company all such documents and take such other action as may be reasonably required by Company to assist it in obtaining patents and vesting title thereto in Company for said Subject Inventions, except, however, that as to Subject Inventions not conceived but first reduced to practice hereunder, Consultant's obligations shall only be to the extent that such grant may be made by Consultant without incurring liability to other solely because of such grant.
- 4. <u>COPYRIGHTS</u> Consultant agrees that all writings produced by

 Consultant under this agreement shall be the sole property of Company and

 Company shall have the exclusive right to copyright such writings in any country or countries; however, Company will make its best efforts to grant a non
 exclusive right to Consultant to publish such writings when circumstances,

 including security regulations, will permit same.

5.	TERMINATION This agreement shall terminate
	. However, this agreement may be terminated in
whole or i	n part at any time by either party by giving written notice to the
other.	

6. SECURITY Company agrees to apprise Consultant as to any information or items made available hereunder to Consultant which are Classified or Restricted Data, and Consultant agrees to comply with the security requirements imposed with respect thereto by the United States Government. If it becomes necessary for Consultant to store classified material at his place of business, other than The Ramo-Wooldridge Corporation, a facility clearance will be required. In this event, Consultant agrees to enter into a security agreement with the Department of Defense and to maintain a system of security controls in accordance with the requirements set forth in "Department of Defense Industrial Security Manual for Safeguarding Classified Security Information", which will be an attachment to the security agreement. Consultant further agrees that any classified material furnished to him by The Ramo-Wooldridge Corporation will be returned to the Corporation upon termination of the security agreement or this Professional Services Agreement, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

	ment as of the day and year firs	t above written.	• •	25X1
	THE RAMO-WOOLDRIDGE COR	PORATION	CONSULTANT	
25X1	Ву			

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SCHEDULE A

by_		and	The Ramo-Wooldrie	ige
Corporation.				
The Consulta	nt shall undertake such	studies as he	and Company jointly	y deter
to be benefic	ial to the performance o	of Contract	20. A-101	
Consultant's	undertakings shall inclu	de the prov	ision of such profes	sional
services and	advice as the Company m	y require fro	m time to time in th	0 60421
of performed	ce under Contract No. A-	iOl and concer	ning which the Consu	ltent
has previous	ly been sivised by that	rgmissional	unit of the United	States
Coverance to b	y whom the contract was	Leaved.		
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FORM 101

1. Travel Expense

Company shall reimburse Consultant for travel expenses incurred while in a travel status authorized by Company, on the basis of Fifteen Dollars (\$15.00) per diem to cover hotels, meals and incidental expenses, plus (i) the cost of public transportation or (ii) Eight Cents (\$0.08) per mile when Consultant's automobile is used.

2. Stenographic, Telephone and Telegraph Expense

Company shall reimburse Consultant for reasonable stenographic, telephone and telegraph expense.

3. Other Expense

Company shall reimburse Consultant for all other reasonable expenses incurred by Consultant in the performance of work hereunder; provided, however, the prior written approval of Company shall be obtained before incurring any such expenses and provided that Consultant shall certify that such expenses were necessary and incidental to the work. Without limiting the foregoing, such expenses by way of example shall include costs of using computers and rental of test equipment.

Provided that a ticket or suitable receipt for airline or railway transportation is submitted as supporting documentation.

SECRET

2 July 1956

CMCC Doc. No. 151X5.167 Copy of 2 Page T of 1

Dear George:

25X1

I am forwarding herewith two copies of a Professional Services
Agreement covering our arrangements with
as project consultant on System 4. We would appreciate your approving one of these copies and returning it to us; the second copy is for your files.

Sincerely,

Burt

Enclosure:

Prof. Serv. Agree. form (in dupl.)

Then 57. Men 37.

orig returned executed by Con harling Contract No. A-101

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Expression of the information affecting the national factors of the function States within the meaning of the Exprendige Laws, Title 18 U.S.C., Section 793 and 794. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law."

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PROFESSIONAL SERVICES AGREEMENT

by					hereinaf	ter referred to as	
the "	Consultz	int" and THE	RAMO-WOOL	DRIDGE C	ORPORAT	TION, a Delaware	
Corp	oration,	5730 Arbor V	itae Street,	Los Angele	s 45, Cali	fornia, hereinafter	
refer	red to a	s the "Compa	ny".				
			WIT	NESSETI	<u> </u>		
	WHEI	REAS Compan	y and Consult	ant desire	to enter in	nto an agreement	
for t	he perfo	rmance by Co	nsultant of pr	ofessional	services i	in connection with	
prog	rams of	research and	development	being cond	ucted by C	Company under	
Conta	ract No.	A-101.					
	NOW,	THEREFORI	E, in conside	ration of th	e premise	es and of the mutua	
pron	nises her	reinafter conta	ained, the par	rties hereto	agree as	follows:	
	1.	STATEMEN	T OF WORK	Consultan	t shall pe	rform the work	
desc	ribed in	Schedule A at	tached hereto	and made	a part her	reof as may be re-	
	ted from	time to time	by Company,	at such pl	ace or pla	ces as shall be	
ques		eeable to the p	parties heret	o. This ag	reement i	s made with Consu	tant
ques	ally agr	eeable to the p					tant
ques	ally agr	ndent contract	or and not as	an employ	ee of Com		

- (b) Company shall reimburse Consultant for travel and other expenses in accordance with Form 101 attached hereto.
- 3. PATENT RIGHTS Consultant will disclose promptly to Company all ideas, inventions, discoveries and improvements, hereafter referred to as "Subject Inventions", whether or not patentable, relating to the work hereunder which are conceived or first reduced to practice by Consultant in connection with the work under this agreement. Consultant agrees that all such Subject Inventions shall become the sole property of Company and that during or subsequent to the period of this agreement Consultant will execute and deliver to Company all such documents and take such other action as may be reasonably required by Company to assist it in obtaining patents and vesting title thereto in Company for said Subject Inventions; except, however, that as to Subject Inventions not conceived but first reduced to practice hereunder, Consultant's obligations shall only be to the extent that such grant may be made by Consultant without incurring liability to other solely because of such grant.
- 4. COPYRIGHTS Consultant agrees that all writings produced by Consultant under this agreement shall be the sole property of Company and Company shall have the exclusive right to copyright such writings in any country or countries; however, Company will make its best efforts to grant a non-exclusive right to Consultant to publish such writings when circumstances, including security regulations, will permit same.

	5.	TERMINATION This agreement shall to	rminate December 31,
1956		. However, this agreemen	t may be terminated in
whole	or i	n part at any time by either party by givi	ng written notice to the
other.			

6. SECURITY Company agrees to apprise Consultant as to any information or items made available hereunder to Consultant which are Classified or Restricted Data, and Consultant agrees to comply with the security requirements imposed with respect thereto by the United States Government. If it becomes necessary for Consultant to store classified material at his place of business, other than The Ramo-Wooldridge Corporation, a facility clearance will be required. In this event, Consultant agrees to enter into a security agreement with the Department of Defense and to maintain a system of security controls in accordance with the requirements set forth in "Department of Defense Industrial Security Manual for Safeguarding Classified Security Information", which will be an attachment to the security agreement. Consultant further agrees that any classified material furnished to him by The Ramo-Wooldridge Corporation will be returned to the Corporation upon termination of the security agreement or this Professional Services Agreement, whichever shall first occur.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

25X1	THE RAMO-WOOLDRIDGE CORPORATION	CONSULTANT 25X1
	By_	
25X1		
appr	3.	

Approved For Release 2006/12/05 : CIA-RDP81B00878R000300010028-3

SCHEDULE A

25X1

25X1	to Professional Services Agreement made as of March 1.	1956 b	
	nd The Ramo-Wooldridge Corporation.		

The Consultant shall undertake such studies as he and Company jointly determine to be beneficial to the performance of Contract No. A-101. Consultant's undertakings shall include the provision of such professional services and advice as the Company may require from time to time in the course of performance under Contract No. A-101 and concerning which the Consultant has previously been advised by that organizational unit of the United States Government by whom the contract was issued.

FORM 101

1. Travel Expense

Company shall reimburse Consultant for travel expenses incurred while in a travel status authorized by Company, on the basis of Fifteen Dollars (\$15.00) per diem to cover hotels, meals and incidental expenses, plus (i) the cost of public transportation or (ii) Eight Cents (\$0.08) per mile when Consultant's automobile is used.

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